

EXHIBIT A

Class Action Complaint

EXHIBIT A

1 **COMJD**

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14 CASE NO: A-21-835257-C

15 Department 13

16 **EIGHTH JUDICIAL DISTRICT COURT**17 **CLARK COUNTY, NEVADA**18 JOSE ISMAEL ZUNIGA, on behalf of
himself and all others similarly situated,

19 Case No.:

20 Dept. No.:

21 Plaintiff,

22 vs.

23 UNFORGETTABLE COATINGS INC.;
UNFORGETTABLE COATINGS OF
IDAHO LLC; DOES 1 through 50;
inclusive,

24 Defendant(s).

25 **CLASS ACTION COMPLAINT**26 **Arbitration Exemption Claimed: Class
Action**

- 27
- 1) Violation of NRS 608 *et seq.*;
 - 2) Failure to Timely Pay All Wages Due
and Owing in Violation of NRS
608.020-050 and 608.140;
 - 3) Violation of Fair Labor Standards Act;
and,
 - 4) Injunctive Relief.

28 **LIEN REQUESTED PURSUANT TO
NRS 608.050**29 **JURY TRIAL DEMANDED**30 COMES NOW Plaintiff Jose Ismael Zuniga, on behalf of himself and all others
similarly situated and alleges the following:
3132 All allegations in the Complaint are based upon information and belief except for
those allegations that pertain to the Plaintiff named herein and his counsel. Each
33

1 allegation in the Complaint either has evidentiary support or is likely to have evidentiary
 2 support after a reasonable opportunity for further investigation and discovery.

3 **JURISDICTION AND VENUE**

4 1. This Court has original jurisdiction over the state law claims alleged herein
 5 because the amount in controversy exceeds \$15,000 and a party seeking to recover
 6 unpaid wages has a private right of action pursuant to the Nevada Constitution, Article
 7 15 Section 16, and Nevada Revised Statute ("NRS") sections 608.050 and 608.140. See
 8 *Neville v. Eighth Judicial Dist. Court in & for County of Clark*, 406 P.3d 499, 502 (Nev.
 9 2017); *HG Staffing, LLC, et al. v. Second Judicial District Court*, Nevada Supreme Court
 10 Case No. 79118 (May 7, 2020) ("In *Neville v. Eight Judicial District Court*, 133 Nev. 77,
 11 406 P.3d 499 (2017), we held, by necessary implication, the exhaustion of administrative
 12 remedies is not required before filing an unpaid-wage claim in district court.")

13 2. This Court has jurisdiction over Plaintiff's FLSA claims pursuant to 29
 14 U.S.C. §216(b) which states in relevant part that this action may be maintained in any
 15 Federal or State court of competent jurisdiction.

16 3. Plaintiff hereby files a notice of his consent to joinder. Such true and
 17 correct copy of his consent to joinder is hereby attached as Exhibit I.

18 4. Plaintiff also claims a private cause of action to foreclose a lien against the
 19 property owner for wages due pursuant to NRS 608.050.

20 5. Plaintiff made a proper demand for wages due pursuant to NRS 608.140
 21 on May 18, 2021.

22 6. Venue is proper in this Court because the Defendants named herein
 23 maintain a principal place of business or otherwise are found in this judicial district and
 24 many of the acts complained of herein occurred in Clark County, Nevada.

25 7. Plaintiff demands a jury trial on all issues triable by jury herein.

26 **PARTIES**

27 8. Plaintiff Jose Ismael Zuniga hereinafter ("Plaintiff" or "Zuniga") was at all
 28 relevant times a resident of the State of Nevada and was employed by Defendants as a

1 non-exempt hourly employee from November of 2017 to March of 2021.

2 9. Defendant Unforgettable Coatings Inc. is a domestic corporation registered
3 with the Nevada Secretary of State.

4 10. Defendant Unforgettable Coatings Inc. doing business in this Judicial
5 District in Clark County, Nevada where the subject incidences occurred.

6 11. Defendant Unforgettable Coatings of Idaho LLC is a domestic limited-
7 liability company registered with the Nevada Secretary of State.

8 12. Defendant Unforgettable Coatings of Idaho LLC was doing business in this
9 Judicial District in Clark County, Nevada where the subject incidences occurred.

10 13. Plaintiff is informed and believes, and thereon alleges that at all times
11 relevant, the named corporate Defendants did business in the State of Nevada, Clark
12 County, were licensed to do business in this jurisdiction, and are an "enterprise" as that
13 term is defined in Section 3(r)(1) of the Fair Labor Standards Act, 29 U.S.C. §203
14 ("FLSA").

15 14. More specifically, Defendants were an enterprise engaged in commerce or
16 in the production of goods for commerce within the meaning of Section 3(s)(1)(A) of the
17 FLSA, in that Defendants have engaged in annual gross volume of sales made or
18 business done in excess of the \$500,000.00 minimum threshold requirement of the FLSA,
19 exclusive of excise taxes. §201 *et seq.*

20 15. Based on information and belief, at all relevant times, Defendants were
21 the partners, joint ventures, alter-egos, successor companies, agents, co-conspirators,
22 servants, and employees of each of the other Defendants herein, and were acting at all
23 relevant times within the scope, purpose and authority of said partnership, joint venture,
24 agency, service, employment, and conspiracy, and with the knowledge, consent,
25 permission, acquiescence, and ratification of their co-defendants.

26 16. At all times relevant, Defendants were Plaintiff's employer as such term is
27 defined in the FLSA 29 U.S.C. §203 *et seq.*, and NRS Chapter 608 *et seq.* in that it had
28 custody or control over the Plaintiff, his employment, had responsibility for Plaintiff's labor

1 and employment matters while Plaintiff was employed by them at the time Plaintiff's wages
2 were lawfully due.

3 17. At all times relevant, Plaintiff was an employee of Defendants as that term
4 is defined 29 U.S.C. §203 *et seq.*

5 18. At all times relevant, Defendants were Plaintiff's employer as such term is
6 defined in the FLSA 29 U.S.C. §203 *et seq.* and NRS Chapter 608 *et seq.* in that it had
7 custody or control over the Plaintiff, his employment, had responsibility for Plaintiff's labor
8 and employment matters while Plaintiff was employed by it at the time Plaintiff's wages
9 were lawfully due.

10 19. At all times relevant, Plaintiff was an employee of Defendants as that term
11 is defined 29 U.S.C. § 203 *et seq.* and NRS § 608.010, and were not exempt from any
12 minimum wages and overtime provisions of such statutes.

13 20. At all relevant times, each Defendant was an agent, employee, joint-
14 venturer, shareholder, director, member, co-conspirator, alter ego, master, or partner of
15 each of the other Defendants, and at all times mentioned herein were acting within the
16 scope and course and in pursuance of his, her, or its agency, joint venture, partnership,
17 employment, common enterprise, or actual or apparent authority in concert with each
18 other and the other Defendants.

19 21. At all relevant times, the acts and omissions of Defendants concurred and
20 contributed to the various acts and omissions of each and every one of the other
21 Defendants in proximately causing the complaints, injuries, and damages alleged herein.
22 At all relevant times herein, Defendants approved of, condoned and/or otherwise ratified
23 each and every one of the acts or omissions complained of herein. At all relevant times
24 herein, Defendants aided and abetted the acts and omissions of each and every one of
25 the other Defendants thereby proximately causing the damages as herein alleged.

26 22. The Defendants named herein are the employers of the Plaintiff and all
27 Class Members alleged herein. The Defendants are employers engaged in commerce
28 under the provisions of NRS 608.011. The identity of DOES 1-50 is unknown at the time

1 and the Complaint will be amended at such time when the identities are known to
2 Plaintiff. Plaintiff is informed and believes that each Defendant sued herein as DOE is
3 responsible in some manner for the acts, omissions, or representations alleged herein
4 and any reference to "Defendant" or "Defendants" herein shall mean "Defendants and
5 each of them."

6 **FACTUAL ALLEGATIONS**

7 23. Zuniga was hired by Defendants on or about November 5, 2017 as a non-
8 exempt full-time assistant painter.

9 24. Approximately two years later, Zuniga was promoted to a full-time
10 sprayer/painter.

11 25. Ultimately, Zuniga received another promotion for which his title remained
12 the same but his hourly wage significantly increased.

13 26. Upon information and belief, at all times relevant, Defendants employed at
14 least fifty other painters.

15 27. At all times relevant, Zuniga did not supervise nor manage any other
16 employees.

17 28. Zuniga routinely clocked in at the beginning of his shift and clocked out at
18 the end of his shift, on a tablet provided by Defendants.

19 29. Zuniga has frequently worked over 8 hours in any 24-hour workday.

20 30. Zuniga has frequently worked over 40 hours in any workweek.

21 31. Defendants paid Zuniga on a bi-weekly basis.

22 32. Defendants routinely instructed and required Zuniga to work in excess of
23 forty hours per week.

24 33. Defendants routinely instructed and required Zuniga to work in excess of
25 eight hours per workday.

26 34. Defendants gave Zuniga one thirty-minute lunch break, for which he was
27 instructed to clock in and out.

28 35. Defendants sometimes instructed and required Zuniga to perform work

1 during his lunch break.

2 36. Upon information and belief, Defendants altered the amount of hours
3 Zuniga worked.

4 37. Upon information and belief, if Zuniga worked over eighty hours in a two-
5 week time period, Defendants changed his hours worked to eighty hours or below.

6 38. Upon information and belief, Defendants added a “bonus” to Zuniga’s
7 wages to account for straight time and/or overtime wages owed.

8 39. Defendants routinely instructed and required Zuniga to travel from and to
9 work sites, depending on the job.

10 40. Defendants did not issue Zuniga a work vehicle.

11 41. Defendants did not pay Zuniga gas money for travel to or in between work
12 sites.

13 42. Defendants instructed and required Zuniga to use some of his own tools
14 for jobs while employed by Defendants.

15 43. Defendants paid Zuniga an hourly rate plus a bonus for his hours worked.

16 44. Accordingly, Defendants did not pay Zuniga his correct straight time
17 wages.

18 45. Defendants also did not pay Zuniga his correct overtime wages when he
19 worked overtime hours.

20 46. Plaintiff routinely worked in excess of forty hours per week on a weekly
21 basis, but Defendants did not provide Zuniga proper overtime compensation for such
22 work.

23 47. For example, Defendants failed to pay Zuniga correct overtime wages for
24 work during the period of October 24, 2020 to November 6, 2020 during which Plaintiff
25 worked in excess of forty hours per week. See a true and correct copy of Plaintiff’s
26 earning statement attached hereto as Exhibit II.

27 48. Specifically, Defendants failed to include Zuniga’s total amount of straight
28 time earnings under his regular rate.

1 49. Defendants also failed to include Zuniga's total amount of overtime earned
 2 for purposes of determining his overtime pay. See *id.*

3 50. Pursuant to 29 U.S.C. § 207, Zuniga and those similarly situated were
 4 entitled to be compensated at a rate of one and one-half times a regular hourly rate of
 5 pay for all time worked in excess of forty hours in individual workweeks.

6 51. Upon information and belief, Defendants maintain a company-wide policy
 7 and practice of refusing to pay proper overtime wages to Nevada employees who
 8 worked over 40 hours in a workweek and/or 8 hours a workday.

9 52. This policy has always been common to all non-exempt hourly paid
 10 employees of Defendants in the state of Nevada.

CLASS/COLLECTIVE ACTION ALLEGATIONS

12 53. Zuniga realleges and incorporates by this reference all the paragraphs
 13 above in this Complaint as though fully set forth herein.

14 54. Zuniga brings this action on behalf of himself and all other similarly situated
 15 employees as a class action under Rule 23 of the Nevada Rules of Civil Procedure.

16 55. The **Nevada Overtime Class** is defined as "All non-exempt persons
 17 employed by Defendants in the state of Nevada who worked over forty (40) hours in a
 18 workweek at any time within 3 years from May 18, 2021 until judgment."

19 56. The **Waiting Time Wages Class** is defined as "All Nevada Overtime Class
 20 Members who are former employees of Defendants."

21 57. Class treatment is appropriate under Rule 23's class certification
 22 mechanism because:

23 a. The Classes are Sufficiently Numerous: Upon information and belief,
 24 Defendants employ, and have employed, in excess of 40 Nevada Overtime Class
 25 Members within the applicable time period. Because Defendants are legally obligated to
 26 keep accurate payroll records, Plaintiff alleges that Defendants' records will establish the
 27 members of the Classes as well as their numerosity.

1 b. Plaintiff's Claim is Typical to Those of Fellow Class Members: Each
 2 Class Member is and was subject to the same practices, plans, or policies as Plaintiff:
 3 whether Defendants compensated Plaintiff and members of the Class overtime wages
 4 when they worked over 40 hours in a workweek and/or 8 hours a workday and whether
 5 members of the Waiting Time Wages Class are entitled to waiting time wages for the
 6 failure to pay them minimum, regular, and overtime wages owed.

7 c. Common Questions of Law and Fact Exist: Common questions of
 8 law and fact exist and predominate as to Plaintiff and the Class Members, including,
 9 without limitation: whether Defendants failed to pay Plaintiff and the Class Members one
 10 and one-half times their regular rate for all hours worked in excess of 40 hours a
 11 workweek and/or 8 hours a workday and whether Defendants failed to pay the Waiting
 12 Time Wages Class Members all their wages due and owing in violation of NRS 608.020-
 13 050.

14 d. Plaintiff is Adequate Representative of the Class: Plaintiff will fairly
 15 and adequately represent the interests of the Classes because Plaintiff is a member of
 16 the Classes, he has issues of law and fact in common with all members of the Classes,
 17 and his interests are not antagonistic to Class members. Plaintiff and his counsel are
 18 aware of their fiduciary responsibilities to Class Members and are determined to
 19 discharge those duties diligently by vigorously seeking the maximum possible recovery
 20 for Class Members.

21 e. Predominance/Superior Mechanism: Class claims predominate and
 22 a class action is superior to other available means for the fair and efficient adjudication of
 23 this controversy. Each Class Member has been damaged and is entitled to recovery by
 24 reason of Defendants' illegal policy and/or practice of failing to compensate its
 25 employees in accordance with Nevada wage and hour law. The prosecution of individual
 26 remedies by each Class Member will tend to establish inconsistent standards of conduct
 27 for Defendants and result in the impairment of Class Members' rights and the disposition
 28 of their interest through actions to which they were not parties.

FIRST CAUSE OF ACTION
Violation of NRS 608 et seq.
(On Behalf of Plaintiff and the Nevada Overtime Class)

58. Plaintiff realleges and incorporates by this reference all the paragraphs above in this Complaint as though fully set forth herein.

59. NRS 608.140 provides that an employee has a private right of action for unpaid wages.

60. NRS 608.018(1) provides as follows:

An employer shall pay 1 1/2 times an employee's regular wage rate whenever an employee who receives compensation for employment at a rate less than 1 1/2 times the minimum rate prescribed pursuant to NRS 608.250 works: (a) More than 40 hours in any scheduled week of work; or (b) More than 8 hours in any workday unless by mutual agreement the employee works a scheduled 10 hours per day for 4 calendar days within any scheduled week of work.

61. NRS 608.018(2) provides as follows:

An employer shall pay 1 1/2 times an employee's regular wage rate whenever an employee who receives compensation for employment at a rate not less than 1 1/2 times the minimum rate prescribed pursuant to NRS 608.250 works more than 40 hours in any scheduled week of work.

62. As described above, Defendants maintain a policy and/or practice of refusing to pay overtime when Plaintiff and members of the Nevada Overtime Class worked over 40 hours in a workweek and/or 8 hours a workday.

63. As a result, and as described herein, Defendants failed to compensate all employees for all hours worked, minimum wage and/or overtime wages.

64. Wherefore, Plaintiff demands for himself and all Nevada Overtime Class Members that Defendants pay Plaintiff and Nevada Overtime Class Members one and one-half times their "regular rate" of pay for all hours worked in excess of forty (40) hours in a workweek during the relevant time period together with attorneys' fees, costs, and interest as provided by law.

SECOND CAUSE OF ACTION
Waiting Time Wages Pursuant to NRS 608.020-.050 and 608.140
(On Behalf of Plaintiff and the Waiting Time Wages Class)

65. Plaintiff realleges and incorporates by this reference all the paragraphs above in this Complaint as though fully set forth herein.

66. NRS 608.140 provides that an employee has a private right of action for unpaid wages.

67. NRS 608.020 provides that “[w]henever an employer discharges an employee, the wages and compensation earned and unpaid at the time of such discharge shall become due and payable immediately.”

68. NRS 608.030 provides that “[w]henever an employee resigns or quits his or her employment, the wages and compensation earned and unpaid at the time of the employee’s resignation or quitting must be paid no later than...[t]he day on which the employee would have regularly been paid the wages or compensation; or[s]even days after the employee resigns or quits...whichever is earlier.”

69. NRS 608.040(1)(a-b), in relevant part, imposes a penalty on an employer who fails to pay a discharged or quitting employee: "Within 3 days after the wages or compensation of a discharged employee becomes due; or on the day the wages or compensation is due to an employee who resigns or quits, the wages or compensation of the employee continues at the same rate from the day the employee resigned, quit, or was discharged until paid for 30-days, whichever is less."

70. NRS 608.050 grants an “employee lien” to each discharged or laid-off employee for the purpose of collecting the wages or compensation owed to them “in the sum agreed upon in the contract of employment for each day the employer is in default, until the employee is paid in full, without rendering any service therefore; but the employee shall cease to draw such wages or salary 30 days after such default.”

71. By failing to pay Waiting Time Wages Class Members their minimum, regular, and overtime wages in violation of state and federal law, Defendants have failed to timely remit all wages due and owing to the Waiting Time Wages Class Members.

72. Despite demand, Defendants willfully refused and continues to refuse to pay Waiting Time Wages Class Members all the wages that were due and owing upon the termination of their employment.

73. Wherefore, the Waiting Time Wages Class Members demand thirty (30) days of pay as waiting wages under NRS 608.040 and 608.140, and thirty (30) days of pay as waiting wages under NRS 608.050 and 608.140, together with attorneys' fees, costs, interest, and punitive damages, as provided by law.

THIRD CAUSE OF ACTION

**Violation of FLSA – Wages / Unlawful Actions 29 U.S.C. §201 et seq.
(On Behalf of Plaintiff and the Nevada Overtime Class)**

74. Plaintiff realleges and incorporates by this reference all the paragraphs above in this Complaint as though fully set forth herein.

75. Pursuant to Section 16(b) of the FLSA, the individual plaintiff brings this Complaint as a collective action (also commonly referred to as an "opt-in" class), on behalf of himself and all persons similarly situated, to wit a putative class of painters employed by Defendants in the State of Nevada within three (3) years of the filing of this Complaint until judgment.

76. This count arises from Defendants' violation of the FLSA, 29 U.S.C. §201 et seq. for its failure to pay Plaintiff and the Nevada Overtime Class's overtime compensation for each hour worked in excess of forty hours in an individual work week.

77. At all material times hereto, Plaintiff was employed by Defendants as an “employee” within the meaning of §203(e)(1) of the FLSA. Plaintiff and the Nevada Overtime Class members performed a variety of job duties, labor, services, and responsibilities for Defendants within this judicial district that are subject to the aforesaid provisions of the FLSA.

78. Plaintiff and the Nevada Overtime Class members performed a variety of job duties and responsibilities such as that of a painter for Defendants within this judicial district.

1 79. Plaintiff and the Nevada Overtime Class members has been an employee
2 of the Defendants during the time period pertinent to this Complaint, and during a
3 portion of the three months immediately preceding the initiation of this action.

4 80. At all material times hereto, Defendants were Plaintiff and the Nevada
5 Overtime Class members' "employer" per the FLSA, 29 U.S.C. §203(d). Plaintiff brings
6 this first claim for relief pursuant to 29 U.S.C. 216(b) and has consented in writing to join
7 this action. See Exhibit I.

8 81. At all times relevant and during the course of their employment for
9 Defendant, Plaintiff and the Nevada Overtime Class members were employed by
10 Defendants and were not exempt from the overtime provisions of the FLSA 29 U.S.C.
11 §207, *et seq.*

12 82. Pursuant to 29 U.S.C. §207, Plaintiff and the Nevada Overtime Class
13 members were entitled to be compensated at a rate of one and one-half times a base
14 hourly pay rate for each hour worked in excess of forty hours per week.

15 83. Plaintiff and the Nevada Overtime Class members were directed by
16 Defendants to work, and did such work in excess of forty hours per week.

17 84. Defendants did not compensate Plaintiff and the Nevada Overtime Class
18 members at a rate of one and one-half times his regular hourly rate of pay for all time
19 worked in excess of forty (40) hours in individual workweeks.

20 85. For example, Plaintiff worked in excess of 40 (forty) hours per week. In
21 violation of the law, Plaintiff worked in excess of 40 hours per week but was not paid
22 proper overtime compensation. See Exhibit II.

23 86. Defendants' failure and refusal to pay lawful wages to Plaintiff and the
24 Nevada Overtime Class members for overtime wages owed violated the FLSA, 29
25 U.S.C. §207, *et seq.*

26 87. Defendants willfully violated the FLSA by refusing to pay Plaintiff and the
27 Nevada Overtime Class members all lawful wages, including overtime compensation.

1 All of the alleged various violations of the law herein were committed intentionally and/or
2 willfully by the Defendants herein.

3 88. Per the FLSA, Plaintiff and the Nevada Overtime Class members seek all
4 available damages including but not limited to attorneys' fees, liquidated damages, and
5 all lawful wages.

6 89. Plaintiff and the Nevada Overtime Class members seek a judgment for
7 unpaid overtime compensation, and additional liquidated damages of one hundred
8 percent of any unpaid overtime compensation, such sums to be determined based upon
9 an accounting of the hours worked by, and wages actually paid to Plaintiff and the
10 Nevada Overtime Class members.

11 90. Plaintiff and the Nevada Overtime Class members also seek an award of
12 attorney's fees, interest and costs as provided for by the FLSA.

13 **FOURTH CAUSE OF ACTION**
14 **Injunctive/Declaratory Relief**
(On Behalf of Plaintiff and the Nevada Overtime Class)

15 91. Plaintiff realleges and incorporates by this reference all the paragraphs
16 above in this Complaint as though fully set forth herein.

17 92. As Defendants have failed to compensate Plaintiff and members of the
18 Nevada Overtime Class at the correct overtime wage rate for all the overtime hours that
19 they worked, Defendants have wrongfully withheld wages properly owed to the Plaintiff
20 and the class members.

21 93. Plaintiff and the Nevada Overtime Class will suffer irreparable injury if
22 Defendants are not enjoined from the future wrongful retention of wages owed.

23 94. As a result of the aforementioned unlawful payment practices, Plaintiff
24 submits that there has been a likelihood of success on the merits that Plaintiff and the
25 class members have been damaged, that there is irreparable harm, and Plaintiff
26 requests that this Honorable Court enter an Order that restrains Defendants from
27 attempting to enforce the alleged unlawful payment practices.

95. Plaintiff requests that this Honorable Court enter a declaration of rights/obligations in regards to all such unlawful payment practices in this matter.

96. Further, disputes and controversies have arisen between the parties relative to the lawfulness of the payment practices, and Plaintiff is entitled to have an order entered pursuant to Chapter 30 of the Nevada Revised Statutes construing the payment practices and adjudging and declaring Plaintiff and the class members' rights and remedies thereunder including such an Order stating that such payment practices are unlawful.

97. Plaintiff has been required to retain the services of an attorney and is entitled to a reasonable award of attorneys' fees and costs.

PRAYER FOR RELIEF

Wherefore Plaintiff, by himself and on behalf of all Class Members, prays for relief as follows relating to his class action allegations:

1. For an order certifying this action as a class action on behalf the proposed Classes and providing notice to all Class Members so they may participate in this lawsuit;
 2. For an order appointing Plaintiff as the Representative of the Classes and his counsel as Class Counsel;
 3. For damages according to proof for overtime compensation under NRS 608.018 and 608.140 for all hours worked over 8 hours per workday;
 4. For waiting time wages pursuant to NRS 608.040-.050 and 608.140;
 5. For a lien on the property where Plaintiff and all Nevada Class Members labored pursuant to NRS 608.050;
 6. For interest as provided by law at the maximum legal rate;
 7. For injunctive relief;
 8. For declaratory relief;
 9. For punitive damages;
 10. For liquidated damages;

- 1 11. For reasonable attorneys' fees authorized by statute;
- 2 12. For costs of suit incurred herein;
- 3 13. For pre-judgment and post-judgment interest, as provided by law; and,
- 4 14. For such other and further relief as the Court may deem just and proper.

5 DATED: May 25, 2021

6 Respectfully Submitted,

7 GABROY LAW OFFICES

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EXHIBIT I

CONSENT TO JOINDER

BY SIGNING BELOW, SUCH INDIVIDUAL CONSENTS TO JOIN THIS CASE AS A PLAINTIFF PURSUANT TO 29 U.S.C. § 216(b).



Signature

Ismael Zuniga

Printed Name

05 / 17 / 2021

Date

EXHIBIT II

CO FILE DEPT. CLOCK VCHR. NO. 070
UGV 092326 0000460075 1

UNFORGETTABLE COATINGS INC.
8906 SPANISH RIDGE AVENUE STE 100
LAS VEGAS, NV 89148

Earnings Statement



Period Beginning: 10/24/2020
Period Ending: 11/06/2020
Pay Date: 11/13/2020

Taxable Marital Status: Married

Exemptions/Allowances:

Federal: 3
NV: No State Income Tax

JOSE ISMAEL ZUNIGA

Earnings	rate	hours	this period	year to date
Regular	9.5000	65.31	620.45	11,662.02
Bonus			670.00	12,393.00
Ot Premium	9.8756	4.18	41.28	1,624.80
Fl-Psl-Ee				2,766.64
Gross Pay			\$1,331.73	28,446.46

Other Benefits and Information	this period	total to date
Med Er		868.35
Pto Balance		24.58

Deductions	Statutory
Federal Income Tax	-37.79
Social Security Tax	-82.57
Medicare Tax	-19.31
Other	
Vision Insurance	-3.07
Dental Ins	64.70
Gnrl Deduction	145.00
Medical	300.00
Net Pay	\$1,188.99
Checking 1	-1,188.99
Net Check	\$0.00

Your federal taxable wages this period are
\$1,331.73